



## Nantucket Planning Board

### Form I Covenant

Date: \_\_\_\_\_

KNOW ALL Men by these presents that the undersigned has submitted an application dated \_\_\_\_\_, to the Nantucket Planning Board for approval of a definitive plan of a subdivision of land entitled \_\_\_\_\_, designed by \_\_\_\_\_, dated \_\_\_\_\_, land located \_\_\_\_\_, showing \_\_\_\_\_ lots, and owned by \_\_\_\_\_, whose address is \_\_\_\_\_. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of the Planning Board of Nantucket in the county of Nantucket approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of the Town of Nantucket as follows:

1. The undersigned is the owner\* in fee simple absolute of all the land included in the subdivision and that there are no mortgages of record or otherwise on any of the land, except for those described below, and that the present holders of said mortgages have assented to this contract prior to its execution by the undersigned.

*\* if there is more than one owner, all must sign. "Applicant" may be an owner or his agent or representative, or his assigns, but the owner of record must sign the covenant.*

2. The undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lot has been completed in accordance with the covenants, conditions, agreements, terms and provision as specified in the following:

a. The Definitive Plan as approved by the Board on \_\_\_\_\_ and endorsed on \_\_\_\_\_ and given Planning Board File No. \_\_\_\_\_.

b. The *Subdivision Control Law* and the Planning Board's *Rules and Regulations Governing the Subdivision of Land* which were in effect on \_\_\_\_\_.

c. The conditions and agreements included in the Planning Board's letter of approval dated: \_\_\_\_\_.

d. Other document(s) specifying construction to be completed, namely:

\_\_\_\_\_  
\_\_\_\_\_

However, a mortgagee who acquires title to the mortgaged premises by foreclosures or otherwise, and any succeeding owner of the mortgaged premises or part hereof may sell or convey any lot, subject only to that portion of this covenant which provides that no lot be sold or conveyed or shall be built upon until ways and services have been

provided to serve such lot.

3. This covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.
4. Particular lots within the subdivision shall be released from the foregoing conditions upon the recording of a certificate of performance executed by a majority of the Planning Board and enumerating the specific lots to be released.
5. That nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board.
6. That the undersigned agrees to record this covenant with the Nantucket County Registry of Deeds, forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
7. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant; but not later than three (3) years from the date of such deed, as provided in M.G.L. Chapter 41, Section 81-U.
8. That this covenant shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before \_\_\_\_\_ (date when construction and installation is to be completed), the Planning Board shall release this covenant by an appropriate instrument, duly release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant, shall result in automatic rescission of the approval of the plan. Upon performance of this covenant with respect to any lot, the Planning Board may release such lot from this covenant by an appropriate instrument duly recorded.
10. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods described in M.G.L., Chapter 41, Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.

For title to property, see deed from \_\_\_\_\_ recorded in Nantucket Registry of Deeds, Book \_\_\_\_\_ Page \_\_\_\_\_, or registered in Nantucket Land Registry as Document No. \_\_\_\_\_, and noted on certificate of title no. \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page \_\_\_\_\_.

The present holder of a mortgage upon the property is \_\_\_\_\_.  
The mortgage is dated \_\_\_\_\_ and recorded in Nantucket Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, or registered in the Nantucket Land Registry as Document No. \_\_\_\_\_, and noted on certificate of title no. \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page \_\_\_\_\_. The mortgagee agrees to hold the mortgage subject to the covenants set forth above and agrees that the covenants shall have the same status, force and effect as though executed and recorded before the taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

IN WITNESS WHEREOF we have hereunto set out hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

A Majority of Members  
Of the Nantucket Planning Board

**COMMONWEALTH OF MASSACHUSETTS**

Nantucket, SS \_\_\_\_\_, 2006

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public,

Personally appeared \_\_\_\_\_, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledge that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:

IN WITNESS THEREOF the undersigned, applicant as aforesaid, does hereunto set his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant's Signature

Address: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

Address: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Nantucket, SS \_\_\_\_\_, 2006

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public,

Personally appeared \_\_\_\_\_, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledge that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:

Assents of Mortgages

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Nantucket, SS \_\_\_\_\_, 2006

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public,

Personally appeared \_\_\_\_\_, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledge that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires: